

**CALIFORNIA PARTICIPATING ADDENDUM  
UNIVERSITY OF CALIFORNIA STRATEGIC SOURCING AGREEMENT  
MULTIFUNCTIONAL COLOR COPIER PRODUCT/SERVICES  
RICOH AMERICAS CORPORATION  
MASTER PRICE AGREEMENT  
5-07-36-01**

**1. Scope:**

This Participating Addendum covers the purchase and maintenance of Multifunctional Color Copiers for all State Agencies and will include all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including K-12 schools and community colleges empowered to expend public funds. Each political subdivision/local government should make its own determination whether the University of California program is consistent with its procurement policies and regulations.

**Exception: This Master Price Agreement is restricted to the purchase and maintenance of multifunctional color copiers only; no lease options are available.**

**2. Changes:**

Changes to the terms and conditions of the signed Master Price Agreement are as follows:

- a. The State's General Provisions GSPD-401IT, revised and effective 4/12/2007, as attached become a part of this Participating Addendum.
- b. The State's General Provisions (GSPD-401IT) shall prevail if there is a conflict between the terms and conditions of the University of California Strategic Sourcing Agreement, packaging, invoices, catalogs, brochures and technical data sheets.
- c. University of California Strategic Sourcing Agreement #708/OP/010 changed for the State of California to Master Price Agreement 5-07-36-01.
- d. Master Price Agreement cover page is hereby modified as follows: "Original Award Date" changed to "Effective Date 10/10/2007."

e. Termination of Contract:

The State may terminate this contract at any time upon one-month prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

- f. At the State's sole option, the Department of General Services (DGS) reserves the right to invoke negotiations pursuant to Public Contract Code Section 6611, in accordance with existing guidelines and procedures adopted by the Department of General Services.

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g. Reports & Administrative Fee:

A report shall be submitted to the California Contract Administrator for all California purchases providing the following information:

Agency Name	Agency Contact Name
Purchase Order Number	Agency Address
Purchase Order Date	Agency Telephone Number
Total Purchase Order Amount	Total Dollars for the quarter
Administrative Fee Dollar Amount	

The Contractor shall submit a check, in addition to the report, payable to the State of California, Contract Administrator for the calculated administrative fee for an amount equal to one percent (0.01) of the sales for the quarterly period. This fee shall be included as an adjustment to contractors pricing and not invoiced or charged to the purchasing entity.

**Payment of the administrative fee by Contractor shall be made to DGS irrespective of reimbursement by each participating entity.**

A report is due even when there is no activity. Any report that does not follow the required format or that excludes information will be deemed incomplete. Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this agreement. Reports and fee delivery will be in accordance with the following schedule.

Calendar Quarter 1	(JUL 1 to SEP 30)	Due OCT 31
Calendar Quarter 2	(OCT 1 to DEC 31)	Due JAN 31
Calendar Quarter 3	(JAN 1 to MAR 31)	Due APR 30
Calendar Quarter 4	(APR 1 to JUN 30)	Due JUL 31

The administrative fee check and report should be submitted to the following address:

Bonnie Bahnsen  
Department of General Services  
Procurement Division  
Multiple Award Program  
707 Third Street, 2nd Floor, West Sacramento, CA 95605-2811

h. The primary state government contact for this Participating Addendum is as follows:

Department of General Services, Procurement Division  
Multiple Award Program  
707 Third Street, 2nd Floor, West Sacramento, CA 95605  
Contact: Bonnie Bahnsen  
E-mail: [bonnie.bahnsen@dgs.ca.gov](mailto:bonnie.bahnsen@dgs.ca.gov)  
Phone: (916) 375-4383  
Fax: (916) 375-4663

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- i. The primary Ricoh Americas Corporation CUSTOMER contact for this Participating Addendum is as follows:

	<u>Ricoh Americas Corporation</u>
Address:	<u>6100 Center Drive, Suite 650</u> <u>Los Angeles, CA 90047</u>
Contact:	<u>Leon Townsend</u>
E-Mail:	<u>Leon.townsend@ricoh-usa.com</u>
Phone:	<u>323-630-2648</u>

- j. Master Price Agreement Number:

The Master Price Agreement Number for the Participating State of California is 5-07-36-01. The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Master Price Agreement.

This Addendum and the Master Price Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

- k. Effective Dates:

This Participating Addendum shall be effective upon approval by the Department of General Services and will continue until the End Date (August 9, 2011) of the Master Price Agreement. University of California amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Price Agreement or this Participating Addendum.

- l. Servicing Subcontractors:

The Contractor, at this time, will not be using subcontractors to provide any products or services.

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IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

**ORIGINAL SIGNATURES ON FILE**

State of California:

Ricoh Americas Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Rita Hamilton

Name: Renee Graham

Title: Deputy Director  
Procurement Division  
Department of General Services

Title: Contract Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

University of California

By: \_\_\_\_\_

Name: Haggai Hisgilov

Title: Ex. Director, Strategic Sourcing

Date: \_\_\_\_\_